

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

HUONG HOANG, an individual,

Plaintiff,

v.

AMAZON.COM, INC., a Delaware  
corporation, and IMDB.COM, INC., a  
Delaware corporation,

Defendants.

No. 2:11-cv-01709-MJP

AMAZON.COM, INC.'S ANSWER TO  
SECOND AMENDED COMPLAINT FOR  
DAMAGES AND INJUNCTIVE RELIEF  
WITH JURY DEMAND

Defendant Amazon.com, Inc. ("Amazon.com") answers Plaintiff's Second Amended Complaint for Damages and Injunctive Relief with Jury Demand ("Second Amended Complaint") as follows:

**I. NATURE OF THE CASE**

1. Amazon.com admits that IMDb.com, Inc. ("IMDb.com") is a wholly-owned subsidiary of Amazon.com. Amazon.com further admits that IMDb.com offers the most authoritative source for movie, television, and celebrity content through a searchable database of information regarding movies, television, and entertainment programs at [www.imbd.com](http://www.imbd.com). Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 1, and therefore denies them.

AMAZON.COM'S ANSWER TO SECOND AMENDED  
COMPLAINT FOR DAMAGES & INJUNCTIVE RELIEF  
WITH JURY DEMAND (No. 2:11-cv-01709-MJP) – 1

24976-0480/LEGAL24165363.2

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000

1           2.     Amazon.com admits that IMDb.com offers an online service called "IMDbPro"  
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3     available by subscription. Amazon.com admits that customers who choose to subscribe to  
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5     IMDbPro must provide credit card information for the purposes of processing payment and  
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7     accept IMDbPro's Subscriber Agreement. To the extent the allegations in paragraph 2 reference  
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9     documents, the documents speak for themselves. Amazon.com lacks knowledge or information  
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11    sufficient to form a belief as to the truth of the remaining allegations in paragraph 2, and  
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13    therefore denies them.

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15           3.     To the extent the allegations in paragraph 3 reference documents, the documents  
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17    speak for themselves. Amazon.com denies the remaining allegations in paragraph 3 that are  
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19    directed at Amazon.com. To the extent the allegations in paragraph 3 are directed at IMDb.com,  
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21    no response is required; to the extent a response is required, Amazon.com lacks knowledge or  
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23    information sufficient to form a belief as to their truth, and therefore denies them.

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25           4.     Amazon.com denies the allegations in paragraph 4 to the extent they are directed  
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27    at Amazon.com. To the extent the allegations in paragraph 4 are directed at IMDb.com, no  
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29    response is required; to the extent a response is required, Amazon.com lacks knowledge or  
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31    information sufficient to form a belief as to their truth, and therefore denies them.

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33           5.     Amazon.com denies the allegations in paragraph 5.

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35           6.     Amazon.com admits that Plaintiff's accurate date of birth has been available on  
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37    her IMDb.com profile since on or about November 12, 2008. Amazon.com denies the remaining  
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39    allegations in paragraph 6 that are directed at Amazon.com. To the extent the allegations in  
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41    paragraph 6 are directed at IMDb.com, no response is required; to the extent a response is  
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43    required, Amazon.com lacks knowledge or information sufficient to form a belief as to their  
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45    truth, and therefore denies them.

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47           7.     Amazon.com denies the allegations in paragraph 7 that are directed at  
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49    Amazon.com. To the extent the allegations in paragraph 7 are directed at IMDb.com, no  
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1 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
2 information sufficient to form a belief as to their truth, and therefore denies them.  
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## 5 II. JURISDICTION AND VENUE

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7 8. The allegations in paragraph 8 constitute legal conclusions to which no response  
8 is required; to the extent a response is required, Amazon.com denies the allegations that are  
9 directed at Amazon.com. To the extent the allegations in paragraph 8 are directed at IMDb.com,  
10 no response is required; to the extent a response is required, Amazon.com lacks knowledge or  
11 information sufficient to form a belief as to their truth, and therefore denies them.  
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16 9. Amazon.com admits that it conducts business in the State of Washington, that it  
17 has its principal place of business in the State of Washington, and that this Court has personal  
18 jurisdiction over it. Amazon.com denies the remaining allegations in paragraph 9.  
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23 10. The allegations in paragraph 10 are directed at IMDb.com, and therefore no  
24 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
25 information sufficient to form a belief as to their truth, and therefore denies them.  
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29 11. Amazon.com admits that the facts and events alleged in Plaintiff's Second  
30 Amended Complaint occurred in the State of Washington and in the Western District of  
31 Washington. Amazon.com lacks knowledge or information sufficient to form a belief as to the  
32 truth of the remaining allegations in paragraph 11, and therefore denies them.  
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37 12. Answering paragraph 12, Amazon.com admits that its principal office is located  
38 in Seattle, Washington and that venue is proper as it relates to Amazon.com. Amazon.com  
39 denies the remaining allegations that are directed at Amazon.com. To the extent the allegations  
40 in paragraph 12 are directed at IMDb.com, no response is required; to the extent a response is  
41 required, Amazon.com lacks knowledge or information sufficient to form a belief as to their  
42 truth, and therefore denies them.  
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### III. PARTIES

13. Amazon.com denies engaging in any unlawful practices. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 13, and therefore denies them.

14. Answering paragraph 14, Amazon.com admits that it is a Delaware corporation with its principal place of business located in Seattle, Washington. Amazon.com denies all remaining allegations in paragraph 14.

15. Amazon.com admits the allegations in paragraph 15.

### IV. GENERAL ALLEGATIONS

16. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16, and therefore denies them.

17. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17, and therefore denies them.

18. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18, and therefore denies them.

19. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19, and therefore denies them.

20. Amazon.com denies that Plaintiff first subscribed to IMDbPro in 2008. Amazon.com admits that, when Plaintiff first subscribed to IMDbPro in 2004, she provided credit card information to pay for her subscription. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 20, and therefore denies them.

21. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21, and therefore denies them.

22. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22, and therefore denies them.

1           23.     Amazon.com lacks knowledge or information sufficient to form a belief as to the  
2 truth of the allegations in paragraph 23, and therefore denies them.  
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4           24.     Answering paragraph 24, Amazon.com admits that IMDb.com has refused to  
5 remove Plaintiff's accurate date of birth from her IMDb.com profile.  
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7           25.     Answering paragraph 25, Amazon.com admits that the date of birth currently  
8 published on Plaintiff's IMDb.com profile is her accurate date of birth, and that Plaintiff has  
9 admitted the same. Amazon.com denies that it obtained Plaintiff's date of birth from the credit  
10 card that Plaintiff used to purchase her IMDbPro subscription.  
11

12           26.     The allegations in paragraph 26 are directed at IMDb.com, and therefore no  
13 response is required; to the extent a response is required, IMDb.com lacks knowledge or  
14 information sufficient to form a belief as to their truth, and therefore denies them.  
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16           27.     The allegations in paragraph 27 are directed at IMDb.com, and therefore no  
17 response is required; to the extent a response is required, IMDb.com lacks knowledge or  
18 information sufficient to form a belief as to their truth, and therefore denies them.  
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20           28.     Amazon.com denies the allegations in paragraph 28 that are directed at  
21 Amazon.com. To the extent the allegations in paragraph 28 are directed at IMDb.com, no  
22 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
23 information sufficient to form a belief as to their truth, and therefore denies them.  
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25           29.     Amazon.com denies the allegations in paragraph 29 to the extent they are directed  
26 at Amazon.com. To the extent the allegations in paragraph 29 are directed at IMDb.com, no  
27 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
28 information sufficient to form a belief as to their truth, and therefore denies them.  
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30           30.     Amazon.com lacks knowledge or information sufficient to form a belief as to the  
31 truth of the allegations in paragraph 30, and therefore denies them.  
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33           31.     Amazon.com lacks knowledge or information sufficient to form a belief as to the  
34 truth of the allegations in paragraph 31, and therefore denies them.  
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1 32. Amazon.com denies the allegations in paragraph 32 that are directed at  
2 Amazon.com. To the extent the allegations in paragraph 32 are directed at IMDb.com, no  
3 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
4 information sufficient to form a belief as to their truth, and therefore denies them.  
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7 33. Amazon.com lacks knowledge or information sufficient to form a belief as to the  
8 truth of the allegations in paragraph 33, and therefore denies them.  
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11 34. Amazon.com denies the allegations in paragraph 34 that are directed at  
12 Amazon.com. To the extent the allegations in paragraph 34 are directed at IMDb.com, no  
13 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
14 information sufficient to form a belief as to their truth, and therefore denies them.  
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21 **FIRST CAUSE OF ACTION**  
22 **(Breach of Contract)**  
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24 35. Amazon.com incorporates by reference its responses to paragraphs 1-34 above as  
25 if fully set forth herein.  
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27 36. Amazon.com denies the allegations in paragraph 36 that are directed at  
28 Amazon.com. To the extent the allegations in paragraph 36 are directed at IMDb.com, no  
29 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
30 information sufficient to form a belief as to their truth, and therefore denies them.  
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34 37. Amazon.com denies the allegations in paragraph 37 that are directed at  
35 Amazon.com. To the extent the allegations in paragraph 37 are directed at IMDb.com, no  
36 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
37 information sufficient to form a belief as to their truth, and therefore denies them.  
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43 38. Amazon.com denies the allegations in paragraph 38 that are directed at  
44 Amazon.com. To the extent the allegations in paragraph 38 are directed at IMDb.com, no  
45 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
46 information sufficient to form a belief as to their truth, and therefore denies them.  
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1 39. Amazon.com denies the allegations in paragraph 39 that are directed at  
2 Amazon.com. To the extent the allegations in paragraph 39 are directed at IMDb.com, no  
3 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
4 information sufficient to form a belief as to their truth, and therefore denies them.  
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8 40. Amazon.com denies the allegations that are directed at Amazon.com. To the  
9 extent the allegations in paragraph 40 are directed at IMDb.com, no response is required; to the  
10 extent a response is required, Amazon.com lacks knowledge or information sufficient to form a  
11 belief as to their truth, and therefore denies them.  
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14 41. Amazon.com denies that it added Plaintiff's date of birth to the Internet Movie  
15 Database. Amazon.com lacks knowledge or information sufficient to form a belief as to the truth  
16 of the remaining allegations in paragraph 41, and therefore denies them.  
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19 42. Amazon.com denies the allegations in paragraph 42 that are directed at  
20 Amazon.com. To the extent the allegations in paragraph 42 are directed at IMDb.com, no  
21 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
22 information sufficient to form a belief as to their truth, and therefore denies them.  
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25 43. Amazon.com lacks knowledge or information sufficient to form a belief as to the  
26 truth of the allegations in paragraph 43, and therefore denies them.  
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29 44. To the extent the allegations in paragraph 44 constitute legal conclusions, no  
30 response is required; to the extent a response is required, Amazon.com denies the allegations that  
31 are directed at Amazon.com. To the extent the allegations in paragraph 44 are directed at  
32 IMDb.com, no response is required; to the extent a response is required, Amazon.com lacks  
33 knowledge or information sufficient to form a belief as to their truth, and therefore denies them.  
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**SECOND CAUSE OF ACTION**  
**(Fraud)**

45-72. The cause of action alleged in paragraphs 45-72 was dismissed by Court Order  
dated July 2, 2012 (Dkt. 57); no response is required. To the extent a response is required,



1 Amazon.com denies the allegations that are directed at Amazon.com. To the extent they are  
2 directed at IMDb.com, Amazon.com lacks knowledge or information sufficient to form a belief  
3 as to their truth, and therefore denies them.  
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7 **THIRD CAUSE OF ACTION**  
8 **(Violation of Washington's Privacy Act)**  
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10 73-79. The cause of action alleged in paragraphs 73-79 was dismissed by Court Order  
11 dated March 28, 2012 (Dkt. 42); no response is required. To the extent a response is required,  
12 Amazon.com denies the allegations that are directed at Amazon.com. To the extent they are  
13 directed at IMDb.com, Amazon.com lacks knowledge or information sufficient to form a belief  
14 as to their truth, and therefore denies them.  
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19 **FOURTH CAUSE OF ACTION**  
20 **(Violation of Washington's Consumer Protection Act)**  
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22 80. Amazon.com incorporates by reference its responses to paragraphs 1-79 above as  
23 if fully set forth herein.  
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25 81. Amazon.com denies the allegations in paragraph 81 that are directed at  
26 Amazon.com. To the extent the allegations in paragraph 81 are directed at IMDb.com, no  
27 response is required; to the extent a response is required, Amazon.com lacks knowledge or  
28 information sufficient to form a belief as to their truth, and therefore denies them.  
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33 82. Amazon.com denies that it made any misrepresentations to Plaintiff.  
34 Amazon.com lacks knowledge or information sufficient to form a belief as to the truth of the  
35 remaining allegations in paragraph 82, and therefore denies them.  
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40 83. To the extent the allegations in paragraph 83 constitute legal conclusions, no  
41 response is required; to the extent a response is required, Amazon.com denies the allegations that  
42 are directed at Amazon.com. To the extent the allegations in paragraph 83 are directed at  
43 IMDb.com, no response is required; to the extent a response is required, Amazon.com lacks  
44 knowledge or information sufficient to form a belief as to their truth, and therefore denies them.  
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87. To the extent the allegations in paragraph 87 constitute legal conclusions, no response is required; to the extent a response is required, Amazon.com denies the allegations that are directed at Amazon.com. To the extent the allegations in paragraph 87 are directed at IMDb.com, no response is required; to the extent a response is required, Amazon.com lacks knowledge or information sufficient to form a belief as to their truth, and therefore denies them.

Amazon.com further responds to Plaintiff's Second Amended Complaint by alleging the following affirmative defenses:

2. The acts complained of are acts of IMDb.com, for which Amazon.com is not legally responsible. To the extent that Amazon.com is responsible for the acts of IMDb.com, Amazon.com alleges the following affirmative defenses:

1 a. Plaintiff gave IMDb.com license to engage in the challenged act and is not  
2 entitled to relief.  
3

4 b. IMDb.com had just cause to engage in the actions complained of.  
5

6 c. Plaintiff's claims are barred by the equitable doctrines of laches, waiver,  
7 and unclean hands.  
8

9 d. This Court lacks subject-matter jurisdiction over Plaintiff's First Cause of  
10 Action, for breach of contract.  
11

12 e. This Court lacks jurisdiction over plaintiff's claims because the parties  
13 have entered into a valid agreement to arbitrate those claims.  
14

15 f. Plaintiff's First Cause of Action is not actionable because the parties  
16 agreed to a limitation on damages.  
17

18 g. Plaintiff's claims are barred by the First Amendment of the U.S.  
19 Constitution and Article I, Section 5 of the Washington Constitution.  
20

21 3. Amazon.com reserves the right to assert such other affirmative defenses as are  
22 identified in further investigation and discovery of Plaintiff's claims.  
23

### 24 PRAYER FOR RELIEF

25 WHEREFORE, Amazon.com requests the following relief:  
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- 27 1. Dismissal of the Second Amended Complaint with prejudice;  
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29 2. Award of its attorneys fees and costs in defense of this action; and  
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31 3. Such other relief as the Court may deem just and proper.  
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2 DATED: July 17, 2012  
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By: s/ Breena M. Roos  
Breena M. Roos, WSBA No. 64501  
Charles Sipos, WSBA No. 32825  
Ashley A. Locke, WSBA No. 40521  
**Perkins Coie LLP**  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000  
Email: ALocke@perkinscoie.com  
CSipos@perkinscoie.com  
BROos@perkinscoie.com

1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000  
Email: ALocke@perkinscoie.com  
CSipos@perkinscoie.com  
BROos@perkinscoie.com  
  
Attorneys for Defendants Amazon.com, Inc.,  
and IMDB.com, Inc.

**CERTIFICATE OF SERVICE**

I certify that on July 17, 2012, I electronically filed the foregoing ANSWER TO SECOND AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF WITH JURY DEMAND with the Clerk of the Court using the CM/ECF system, thereby sending notification of such filing to the following attorneys of record.

**DOZIER INTERNET LAW, P.C.**

John W. Dozier, Jr., Esq., VSB No. 20559

*Admitted pro hac vice*

11520 Nuckols Rd., Suite 101

Glen Allen, Virginia 23059

Tel: (804) 346-9770

Fax: (804) 346-0800

Email: jwd@cybertriallawyer.com

**NEWMAN DU WORS LLP**

Derek A. Newman, WSBA No. 26967

Randall Moeller, WSBA No. 21094

1201 Third Avenue, Suite 1600

Seattle, Washington 98101

*Attorneys for Plaintiff Huong Hoang, an individual*

Dated this 17th day of July, 2012, at Seattle, Washington.

s/Breena M. Roos

Breena M. Roos, WSBA No. 34501